

RESOLUTION NO. 2011-81

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BE IT RESOLVED by the Township Council of the Township of Aberdeen that the Memorandum of Agreement dated June 21, 2011 between the Aberdeen Township Administrative Officers Association and the Township Manager is hereby affirmed for the period from January 1, 2010 through December 31, 2012.

BE IT FURTHER RESOLVED that the Township Manager is hereby authorized to execute a formal contract embodying the terms as set forth in the June 21, 2011 Memorandum of Agreement.

ROLL CALL VOTE:

Ayes: Councilmember Cannon, Drapkin, Gumbs, Lauro, Montone, Deputy Mayor Vinci and Mayor Tagliarini

Nays: None

Abstain: None

Absent: None

I hereby certify the foregoing to be a true copy
of a resolution adopted by the Township
Council of the Township of Aberdeen
at a regular meeting held on June 21, 2011

Karen Ventura
Karen Ventura, Municipal Clerk

MEMORANDUM OF AGREEMENT

between

Township of Aberdeen

and

Aberdeen Township Administrative Officers Association

The Township of Aberdeen, hereinafter referred to as the Township and the Aberdeen Township Administrative Officers association (hereinafter referred to as the Association or AOA), herewith enter into this Memorandum of Agreement this 21 day of June, 2011.

WHEREAS, the AOA, pursuant to a collective negotiations agreement, represents the police employees holding the rank of Lieutenant, Captain, or Deputy Chief employed by the Township as articulated in ARTICLE I of the agreement; and,

WHEREAS, the Collective Bargaining Agreement between the Township and the Association has expired; and,

WHEREAS, the parties are desirous of entering into a new Collective Bargaining Agreement modifying or otherwise extending the agreement between the parties; and,

WHEREAS, the parties have come to an agreement as to how such agreement would be modified.

Now, therefore, it is agreed as follows.

1. The current Collective Bargaining Agreement between the Association and the Township shall be modified and amended as follows:

- A. The term of the Agreement shall be modified and shall have a duration and be effective from January 1, 2010 through and including December 31, 2012.
- B. ARTICLE XXXV Salaries shall be revised to include the following increases:

Effective 1/1/2010-----2.25%

Effective 7/1/2010-----2.00%

Effective 1/1/2011-----1.50%

Effective 7/1/2011-----1.50%

Effective 1/1/2012-----2.00%

Deferred

Deferred

- C. The AOA agrees to forego the retroactive salary payment from 1/1/2010 through 6/30/2010.

- D. The AOA agrees to defer the remaining retroactive salary payment until 1/1/2012.

- E. ARTICLE XXII (FIXED SHIFT ASSIGNMENTS) shall be amended as follows:

D. The shift arrangement shall be two continuous weeks of Monday through Friday work weeks with the following two consecutive days off, followed by one week of a Monday through Thursday work week with the following three consecutive days off. Should the officer's scheduled Friday off fall on a Holiday as defined in Article XXVII, or conflict with other approved leave, that officer shall receive the following Monday off. Or, in the case of other scheduling conflicts, another day that is mutually agreed upon by the Chief of Police or his designee.

- F. ARTICLE XXXII (MEDICAL INSURANCE) shall be amended as follows:

E. Employees shall contribute 1.5% of their base salary toward health benefits.

G. ARTICLE XXIV (SICK LEAVE/PERSONAL LEAVE) shall be amended as follows.

F. Unit members shall receive five (5) personal days annually not charged to sick leave. Employer will pay employees straight time for up to two (2) unused personal leave days each year provided the employee can prove such days were requested on eligible dates, which shall be determined in advance by the Chief of Police or his designee, and were denied by the Chief of Police or his designee. Employees will also be able to carry over one (1) unused personal day into the next year, but this day must be used before April of the following year or it will be lost.

H. All other terms of the prior Agreement shall remain in full force and effect except as modified herein.

Holly Reycraft

Township Manager

V.C.B.
Diane Duerckhout
PLW

Aberdeen Township AOA

ARTICLE XLVIII**DURATION OF CONTRACT**

This Agreement shall become effective on January 1, 2010 regardless of date of execution and shall continue in full force and effect up to and including December 31, 2012. The parties will negotiate in good faith and pursuant to the Rules and Statutes of New Jersey.

Negotiations shall begin and continue in good faith.

If, following receipt of such notice, of any notice to negotiate, such negotiations have not been concluded prior to the termination date, this Agreement shall remain in full force and effect after expiration of the Contract until a new contract is executed.

IN WITNESS WHEREOF, the parties have hereunto caused these presents to be signed by their proper corporate officers and their proper corporate seals to be hereto affixed the day and year set next to their names below.

TOWNSHIP OF ABERDEEN

Dated: 6/22/2011

Nelly Reycroft
Township Manager

Dated: 6/21/2011

D. C. S.
Deborah DeWeerd
D. C. S.
Aberdeen Township AOA